



## PROJECT AGREEMENT

CUSTOMER		GLOBAL	
Name	: Estate of William Sesko, by Pacific Guardianship Services	Contact	: Aaron Harrington
c/o	: Neil & Neil, P.S.	Address	: 3840 W. Marginal Way SW
Address	: 5302 Pacific Avenue	City, State, Zip	: Seattle, WA 98106
City, State, Zip	: Tacoma, WA 98408	Telephone	: (206) 623-0621
Telephone	: (253) 475-8600	Email	: aharrington@gdiving.com
PROJECT INFORMATION		CHARGES	
Name: Removal & Disposal Salvage Buoys		All work to be conducted per the lump sum of \$50,865.00	
Location: The Narrows, Tacoma, WA		Any proceeds from the scrapping of the buoys will be deducted by Global from the Customer's invoice.	
SCOPE OF WORK			
The removal and disposal of salvage buoys owned by the Customer. Please see Global's proposal letter dated June 18, 2015 and attached hereto.			

Customer hereby employs Global Diving & Salvage, Inc. ("Global") for services as requested by and at the direction of Customer to be paid per this Project Agreement.

**THIS AGREEMENT IS SUBJECT TO THE ATTACHED GENERAL CONDITIONS AND ANY ABOVE REFERENCED DOCUMENTS WHICH FORM THE ENTIRE AGREEMENT BETWEEN BOTH PARTIES WITH RESPECT TO THE WORK PERFORMED BY GLOBAL. BY EXECUTING THIS AGREEMENT, THE UNDERSIGNED WARRANTS HIS/HER AUTHORITY TO BIND CUSTOMER TO THIS AGREEMENT.**

Dated this 14<sup>th</sup> day of July, 2015

Customer

(Signature)

PACIFIC GUARDIANSHIP SERVICES  
Testes, by Andrew T. Neil, Director

(Printed Name/Title)

Global

(Signature)

(Printed Name/Title)



### General Terms and Conditions

1. Performance. Global will perform the work identified on the face page of this agreement within the Scope of Work ("Services") at the general direction and supervision of Customer and in conformance with applicable local, state, federal and industry standards. Unless otherwise expressly indicated on the face page of this agreement, the Services do not include any design, engineering, or similar technical services, and to the extent of such services are needed in connection with the project, it shall be the responsibility of the Customer and provided by Customer or third parties engaged by Customer.
2. WARRANTIES. **UNLESS OTHERWISE EXPRESSLY PROVIDED FOR ON THE FACE PAGE OF THIS AGREEMENT, GLOBAL MAKES NO (AND EXPRESSLY DISCLAIMS ANY) GUARANTEES, REPRESENTATIONS OR WARRANTIES AS TO THE PERFORMANCE OR SUITABILITY OF THE SERVICES AND ANY ASSOCIATED PERSONNEL, LABOR, EQUIPMENT, OR MATERIALS PERFORMED OR PROVIDED, INCLUDING BUT NOT LIMITED TO, ANY WARRANTIES OR REPRESENTATIONS AS TO COMPLETION TIMES OR OF RATES OF PROGRESS OF THE SERVICES, OR ANY WARRANTY OF SEAWORTHINESS, MERCHANTABILITY, OR SUITABILITY FOR ANY PARTICULAR USE OR PURPOSE.**
3. Payment. Any payment Customer owes Global shall be deemed earned as such Services are performed, with payment to be made, without offset or deduction, net thirty (30) days after the date on Global's invoice. Late payments shall earn interest at the rate of 1.5% per month, or the maximum amount permitted by law, whichever is less. Customer shall be responsible for and shall reimburse Global for any and all costs and expenses (including attorneys fees) incurred by Global for collections of payments overdue.
4. Changes, Suspension. Any changes requested by Customer in the Services at any time shall be compensated by Customer in accordance with the rates provided on the face page of this agreement, or if no rates are provided, with Global's commercial tariff then in effect. Unknown or unanticipated conditions (conditions differing from information provided by Customer or differing from those revealed by a visual site inspection), changes in laws or required standards or directions by federal or state agencies shall be considered a change requested by Customer.
5. Indemnity. ~~Each party agrees to defend, indemnify, release, and hold harmless the other party of and from any and all loss, expense (including legal fees and costs), damage, liability, claim, suit, fine and/or penalty arising from or relating to the performance of the Services and to the extent caused by a party's own attributable fault, including but not limited to, negligence (active or passive), strict liability, unseaworthiness, or any other legal theory of liability. IN FURTHERANCE OF THE FOREGOING EACH PARTY EXPRESSLY WAIVES ANY IMMUNITY AFFORDED TO IT UNDER INDUSTRIAL INSURANCE, TITLE 51 RCW AND BOTH PARTIES AGREE AND ACKNOWLEDGE THAT THIS WAIVER WAS MUTUALLY NEGOTIATED.~~
6. Title and Risk of Loss. Materials procured by Global and intended to be incorporated into the Services shall become the property of Customer and/or its customer upon delivery and unloading to the jobsite. Other than materials procured by and under the care, custody, and control of Global, Customer shall be responsible for unloading, storing and protecting all materials at the jobsite, and all risk of loss for and duty to insure such materials shall remain with Customer.
7. Nonperformance and Remedies. If Global refuses or fails to perform or complete the Services, and such failure or refusal is solely attributable to Global's fault, or fails to make prompt payment to its workers, lower-tier subcontractors or suppliers, or to comply with any applicable law, ordinance or regulation, or otherwise breaches any provision of this agreement, Customer's sole remedy shall be nonpayment for the portion of Services unsuccessfully completed.
8. Consequential Damages. Neither party shall be responsible for any indirect, consequential or special damages whatsoever (including but not limited to, business interruption, extra expense, loss of revenues or profits, loss of use of any property, or delay) arising out of or relating to the Services, the project, and/or this agreement, howsoever caused and regardless of whether the same results from the negligence of a party, breach of this agreement or otherwise, and even if the possibility of such was or could have been foreseeable.
9. Insurance. Each party shall maintain insurance covering each party's respective operations and indemnity obligations owed to the other herein. The appropriate insurance of each party will be endorsed to name the other party as additional insured (except for workers' compensation or employer's liability coverage), with respect to the liabilities allocated to the procuring party under this agreement, and each party shall cause its insurers to waive subrogation in the favor of the other party in all its applicable policies.
10. Counterparts and Facsimile Signatures. This agreement may be executed in two or more counterparts, each of which will be deemed an original and all of which together will constitute the same agreement. Facsimile or email signatures and/or acknowledgement and acceptance shall be considered valid.
11. Law/Venue. The interpretation and performance of this agreement hereof shall be governed by the United States general maritime rules of law, and there is no applicable general maritime rule of law, then the laws of the state of Washington shall apply. Both parties submit to exclusive personal jurisdiction to the District Court located in Seattle, Washington.





**GLOBAL**  
Diving & Salvage, Inc.

**TO:** Neil Law  
5302 Pacific Ave  
Tacoma, WA 98408

**June 18, 2015**

**RE:** Removal and Disposal of Salvage buoys located in WA Narrows

Global Diving & Salvage, Inc. is pleased to have the opportunity to present this proposal for the removal of 2 salvage buoys.

**Operational Approach**

Global has calculated the weight of the buoys and will utilize a 200 ton crane barge from American construction with a 200' boom to execute the lift. The buoy will then be cut into 25 ton pieces for disposal directly onto the dock at Schnitzer Steel marine facility in Tacoma. The duration of the project is anticipated to be 2 days. Global will apply and deduct the scrap metal proceeds from the invoice. Global has completed projects of similar scope and is familiar with the site requirements. Global is willing to discuss and work on a time and material basis or fixed price.

**Assumptions & Exclusions**

- Pricing includes all labor, materials, equipment, and mobilization
- Buoys will be free of Hazardous materials
- Global will coordinate disposal at Schnitzer Steel in Tacoma
- Global can provide necessary SSHP or written work plans as required.
- Disposal includes: labor, transit, disposal, and marine facility crane

• Global will pay for and acquire any permits necessary

**Pricing**

**LUMP SUM Removal and Disposal** **\$50,865.00**

Please do not hesitate to call with any questions or concerns and we look forward to working with you on this project.

Best Regards,

Aaron Harrington  
PNW General Manager  
206.623.0621 Office  
206.730.9362 Mobile

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